

United States District Court
For the Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CHIN-LI MOU,
Plaintiff,
v.
WEST VALLEY COLLEGE, et al.,
Defendants.

Case No. C 09-01910 JF (RS)

**DECLARATION IN SUPPORT OF
APPLICATION FOR
ASSIGNMENT TO THE ASSISTED
SETTLEMENT CONFERENCE
PROGRAM**

I, Chin-Li Mou, am the plaintiff defendant (circle one) in this case and apply for placement of this case into the court's Assisted Settlement Conference Program.

In support of this application, I declare as follows:

1. REPRESENTATION. I am not represented by an attorney and no attorney has made an appearance for me in this case.

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CONFERENCE PROGRAM

1 2. SETTLEMENT CONFERENCE. I understand that a settlement conference will be
2 scheduled in this case to explore if a mutually satisfactory agreement resolving all or part of this
3 case can be reached. I believe my participation in a settlement conference would be facilitated if I
4 received assistance in participating in such a settlement conference.

5 3. ASSISTED SETTLEMENT CONFERENCE PROGRAM. I understand that if this is
6 referred to the Assisted Settlement Conference Program, I will be offered the assistance of
7 Settlement Counsel to help me prepare for, participate in, and pursue follow up to a settlement
8 conference. I also understand that the role of Settlement Counsel is only to educate and assist my
9 preparation for, participation in, and follow up to the settlement conference.

10 4. LIMITED ASSISTANCE. I understand that the help provided by Settlement Counsel
11 is limited to assisting me in connection with the settlement conference. Accordingly, I:

12 (a) Understand that Settlement Counsel will provide no other service of any kind in this
13 case.

14 (b) Agree that the scope of Settlement Counsel's duties to me will extend no further than
15 is necessary to educate me and assist me to prepare for, participate in, and follow up on the
16 settlement conference.

17 (c) Acknowledge that Settlement Counsel's responsibility to help educate me about the
18 process will not involve any control of the case or the settlement conference.

19 (d) Acknowledge and agree that Settlement Counsel will not analyze my overall legal
20 needs, conduct independent investigation of my case, or represent me in such matter.

21 (e) Understand that Settlement Counsel will not advise me about the need to contact
22 other counsel for purposes of obtaining legal advice.

23 5. PRO SE STATUS. I acknowledge that I continue to provide my own representation
24 in this case and in the settlement conference and that Settlement Counsel will only assist and educate
25 me in this endeavor. I further acknowledge that I have made reasonable efforts to find an attorney

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1 willing to represent me in this case, but have been unable to retain an attorney on terms that I can
2 afford.

3 6. NO CONTRACT. I understand and agree that I have no contractual relationship with
4 Settlement Counsel for legal or other services, and that I will enter into no contract with Settlement
5 Counsel during the time this case is in the Assisted Settlement Conference Program, absent a written
6 order by the court permitting such a contract.

7 7. EXPERIMENTAL PROGRAM. I understand that the Assisted Settlement
8 Conference Program is an experimental program. I have assessed the prospect of a settlement
9 conference and acknowledge that there is no foreseeable harm that I will suffer in the failure of the
10 settlement conference to resolve the case, improve case management, enhance party satisfaction or
11 understanding of the case, or achieve any other goals of the settlement conference.

12 8. EVALUATION. I agree to participate in the evaluation of the Assisted Settlement
13 Conference Program, and to allow any person authorized by the court to evaluate the Program to
14 attend the settlement conference session, all court proceedings concerning this Assisted Settlement
15 Conference Program, and any preparatory or follow-up meetings for the settlement conference. I
16 further consent to Settlement Counsel responding to any inquiries about the case from any such
17 person authorized by the court to evaluate the Program.

18 9. AVAILABILITY. I agree to make myself available to meet with my volunteer
19 Settlement Counsel at a reasonable time and place, between the hours of 9:00 a.m. and 5:00 p.m.,
20 Monday through Friday, to prepare for the settlement conference, should Settlement Counsel deem
21 such a meeting or meetings necessary.

22 10. I confirm that I have carefully considered the limited assistance provided by the
23 Assisted Settlement Conference Program and confirm that my decision to apply to enter the program
24 is made knowing that the limited role to be played by Settlement Counsel is to provide only
25 education and assistance in the settlement conference.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct.

3 Dated:

4 Signature

5 Chin-Li Mou

6 Name (Printed)

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